

# EXHIBIT B

## **ALTERNATE DISPUTE RESOLUTION PLAN**

### **MEDIATION AND ARBITRATION POLICY**

1. G&A Partners and its client companies (hereinafter referred to as “Company”) recognize and acknowledge that mediation and arbitration are an expedient and efficient means to resolve claims that present and former employees (hereinafter referred to as “Employee”) may have against the Company. The Mediation and Arbitration Policy is intended to create an exclusive procedural mechanism for the final resolution of certain types of disputes that any Employee may have against the Company. The Mediation and Arbitration Policy is not intended either to abridge or to enlarge substantive rights available under existing law. Furthermore, the Mediation and Arbitration Policy does not alter the right to terminate the Employee pursuant to the terms of the employment agreement between the parties. (The Mediation and Arbitration Policy covers all categories of present and former employees).
2. All disputes asserted by the Employee against the Company should be settled through direct discussions between the parties if possible. If the parties are unable to resolve the dispute, the Company and the Employee shall endeavor to settle the dispute in an amicable manner by mediation. The Company and the Employee shall select a mutually acceptable mediator to preside over and administer the mediation. The mediator shall not be an officer, director or employee of the Company. The Company shall pay the mediator’s fee.
3. If the dispute cannot be resolved through mediation, the Company and the Employee shall submit the dispute to binding arbitration, and not by way of court or jury trial. The parties will try to mutually agree upon an arbitrator suggested by either of the parties. If none of the suggested arbitrators are mutually acceptable to the parties, then the parties shall request a list of seven arbitrators from the American Arbitration Association (“AAA”). The parties shall take turns striking from the list of arbitrators until one arbitrator remains, who will act as the neutral arbitrator over the dispute. The Employee shall strike the first name from the list of arbitrators. The Company shall pay the arbitrator’s fees, as well as the fees of the AAA.
4. This Policy is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.
5. A demand for arbitration must be in writing and delivered by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration made to the Company shall be provided to the Company’s corporate headquarters located at 4801 Woodway, Suite 210, Houston, Texas 77056. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

6. In arbitration, the parties will have the right to conduct civil discovery and bring motions, as provided by the forum state's procedural rules. However, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or in a representative or private attorney general capacity on behalf of a class of persons or the general public.
7. The Company's Mediation and Arbitration Policy covers any and all legal or equitable claims that the Employee may assert against the Company, including but not limited to the following types of claims: tort claims including but not limited to negligence and gross negligence claims, contract claims, claims for wages and benefits, claims arising pursuant to any federal, state or local law, discrimination and retaliation under Title VII of the Civil Rights Act of 1964, as amended, claims under the Civil Rights Act of 1991, claims under 42 U.S.C. (1981, claims under the Age Discrimination and Employment Act, claims under the Americans With Disabilities Act, claims under the Fair Labor Standards Act, claims under the Employee Retirement Income Security Act, claims under the Family and Medical Leave Act, claims under the Rehabilitation Act, retaliation claims under applicable state workers' compensation laws, sexual harassment, defamation, intentional infliction of emotional distress, and disputes arising out of or relating to the interpretation or application of this Policy. The disputes covered by the Company's Mediation and Arbitration Policy do not include claims for workers' compensation benefits or unemployment compensation benefits. Nothing in this Policy shall be deemed to preclude a party from filing or maintaining a charge with the Equal Employment Opportunity Commission or National Labor Relations Board or bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.
8. The arbitrator shall have the authority to determine and implement the applicable law and to order any and all relief, legal or equitable, including punitive damages and reasonable attorneys' fees, which a party could obtain from a court of competent jurisdiction on the basis of the claims made in the dispute. The Company's Mediation and Arbitration Policy does not grant additional substantive legal or contractual rights, remedies or defenses which would not be applied by a court of competent jurisdiction in the absence of this Policy.
9. Mediation and binding arbitration shall be the exclusive methods by which the parties may assert claims covered by this Policy against each other and/or the Company's clients who have elected to be bound by this Policy.
10. Either the Company or the Employee may seek judicial confirmation and enforcement in any court of competent jurisdiction to confirm the arbitration award rendered in connection with this Policy.

11. Nothing contained in this Mediation and Arbitration Policy precludes the Company from seeking injunctive relief against the Employee in any court of competent jurisdiction.
12. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration under this Policy without the prior written consent of both parties.
13. The terms of the Company's Mediation and Arbitration Policy are severable. The invalidity or unenforceability of any provision herein shall not affect the application of any other provision.
14. Employment or continued employment after the effective date of the Company's Mediation and Arbitration Policy constitutes consent by the Employee to be bound by this Policy, both during the employment and after termination of employment.
15. The mediation or arbitration will be conducted at a mutually acceptable location, date and time.

#### **Acknowledgment**

Employee acknowledges receipt of G&A Partners' Mediation and Arbitration Policy and further agrees that all disputes and claims that he or she may have against G&A Partners and its client companies (hereinafter referred to collectively as "the Company") arising from or relating to any aspect of the employment relationship between the parties shall be subject to mediation and binding arbitration pursuant to the Company's Mediation and Arbitration Policy.

Employee hereby acknowledges that he/she has read and understands the Company's Mediation and Arbitration Policy and further agrees to follow and be bound by the Policy.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_